

DELTA PROTECTION COMMISSION

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April 14, 1995

To: Delta Protection Commission
From: Margit Aramburu, Executive Director
Subject: Draft Grant Criteria for Ducks Unlimited/Delta
Protection Commission Grants

Background:

At the January 26, 1995 meeting, the Commission voted affirmatively to participate as partners in granting funds received by Ducks Unlimited for waterfowl habitat enhancement within the Primary Zone of the Delta.

Status:

The agreement itself is has been reviewed and approved by Richard Frank, Commission legal counsel, and is currently receiving final review by the attorneys for Ducks Unlimited.

Recommendation:

The Commission should review and provide comments on the attached draft criteria. When approved by the Commission and Ducks Unlimited, the criteria will be distributed to potential applicants and will serve and guidance for evaluating grant application proposals.

Staff from Ducks Unlimited will attend the meeting to answer questions and receive Commission comments.

DRAFT**DELTA PROTECTION COMMISSION AND DUCKS UNLIMITED'S
VALLEY CARE PROJECT CRITERIA****1. APPROPRIATE PROJECTS**

Projects submitted for the Delta Protection Commission and Ducks Unlimited's (DU) VALLEY CARE Program substantially must benefit waterfowl. Projects that lead to the permanent protection or restoration of the Central Valley Habitat Joint Venture (CVHJV) sites and those that protect and enhance other important waterfowl habitat will receive first consideration. Projects must be located within the legal Delta.

2. ELIGIBILITY

DU will consider proposals from any public or private conservation agency, landowner, or group, 1) able to execute long-term habitat agreements and, 2) capable of delivering and managing the projects proposed, and 3) willing to assume all liability associated with the project. All proposals are subject to the criteria listed under Point 1 above.

3. FISCAL OBLIGATIONS OF THE COOPERATORS

Our goal is to match the VALLEY CARE funds at least dollar for dollar by private, state, or federal sources. Other cost to cooperators qualifying as a match may include heavy equipment costs, consulting engineer cost, cost of materials needed to complete projects, such as seed structures, gravel, etc., that the cooperators purchase for the project. DU intends to weight the cooperators commitment for each project as a major factor in the selection process. Our objective is to obtain the maximum leverage possible for the VALLEY CARE funds while at the same time providing the greatest benefits for waterfowl. Therefore, projects that demonstrate significant matching funds may have a greater likelihood of being approved.

4. PROCEDURES FOR SUBMITTING A VALLEY CARE PROPOSAL

VALLEY CARE project proposals should be developed and submitted to DU by cooperating landowners. These proposals should include all pertinent information regarding location map of project area, legal description, ownership, management plans, project objectives, description of work, projected costs, and any supplementary support information pertinent to the project.

Projects that provide benefits beyond waterfowl habitat protection and enhancement have a greater chance of being approved. These values should be identified in the project proposal. Projects that clearly benefit other wildlife,

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threatened or endangered species, unique habitats or ecosystems, or having high public visibility or interpretive values, in addition to providing substantial waterfowl values, will receive priority for VALLEY CARE funding. DU believes that demonstrating how projects help to achieve multiple conservation goals is critical to the success of our program and that of the CVHJV. Once DU staff receives all necessary information, they will visit those sites with most potential and prepare project evaluations.

5. AFTER PROPOSALS HAVE BEEN APPROVED

Once the project has been approved, a Site Specific Agreement (SSA), (see example attached) with the project proposal attached as an exhibit, will be developed by DU in conjunction with the cooperator(s) for signature by all participating partners. Once signed, DU and all cooperators are committed to the terms of the SSA, and reimbursements for project costs will be made as invoices for completed work are received and approved by DU.

6. PAYMENTS

Upon completion of a VALLEY CARE project, the cooperator will document actual project expenses. The cooperator will submit all paperwork to DU who will request that a reimbursement check be issued by DU.

An amendment to the original SSA will be required if project costs are estimated to exceed original estimates by more than 10 percent.

7. RECOGNITION OF PROJECTS

A VALLEY CARE sign to designate the purpose of and contributors to the project will be erected on site by DU staff, in a prominent location, as soon as possible after the project has been initiated.

VALLEY CARE PROJECT PROPOSAL**SUBMITTED BY:**

Provide landowner address and name, title, and telephone number of contact person.

PROJECT DESCRIPTION:**Purpose:**

Provide a brief abstract of the intent or the scope of the proposal. State the specific aspects of construction, capital improvements, etc., and the total acreage (upland/wetland) affected.

Location:

Give nearest city, village, etc.; County; legal description.

Ownership & Management:

Identify title holder of the land. Indicate the agency, organization or persons which will provide management or protection oversight and indicate mechanism for control (i.e., title, easement, management agreement, etc.).

Land Use/Management History:

Provide brief description of present habitat conditions and historical narrative of past land use or management of the area, if known. Describe general character and land use of adjacent properties.

Need:

Briefly describe the objective(s) of the proposal and indicate the limiting factor(s) that necessitate action. State how this project will improve conditions for the targeted waterfowl species and indicate benefits to other wildlife, especially those listed as endangered, threatened, or rare. Indicate relationship of objective(s) to the NAWMP, if appropriate.

Management Plans:

Briefly describe how the site will be managed and maintained to achieve stated objectives. Describe public use/control activities associated with the project area.

Monitoring & Evaluation:

Describe how you plan to monitor and evaluate the effectiveness of the project in meeting stated objectives.

Activity Schedule & Estimated Costs:

Provide brief time-line indicating dates of anticipated start and completion of project. Provide list of estimated funding from all sources including request from VALLEY CARE.

For Example:

| | | |
|-------------|-------|--------|
| Landowner | | \$\$\$ |
| State F&W | | \$\$\$ |
| USFWS | | \$\$\$ |
| VALLEY CARE | | \$\$\$ |

Term of Agreement:

Indicate number of years.

Other:

Provide maps showing general location within the state and details of the project site (i.e., boundaries, location of capital improvements, etc.). For project site description, topo or Quad maps are preferred.



DUCKS
UNLIMITED
INC.

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SITE SPECIFIC AGREEMENT

This Site Specific Agreement (SSA) is effective this _____ day of _____, 19____ between Ducks Unlimited, Inc. (DU) and _____ (Grantee).

DU and the Grantee have entered into this SSA to help facilitate the Grantee's development of their property (Site) as described in the Wildlife Habitat Enhancement Plan (attached).

In consideration of the above and the Terms and Conditions listed below, DU and the Grantee agree to undertake the development of the project on the Site as follows:

1. DU agrees to donate to the Grantee, through reimbursement, _____ percent (____%) of the Grantee's actual costs incurred in the development of the Site or a maximum of _____ dollars (\$____), whichever is less and pending availability, if the Site has been developed by the Grantee in accordance with the Wildlife Habitat Enhancement Plan. Reimbursement shall be made upon receipt of a notice that contains, (A) a statement that development of the Site has been completed, (B) a request for payment that identifies all incurred development costs, and the successful completion of a final inspection of the Site as provided in this SSA.
2. Other than the costs reimbursed by DU, the Grantee shall be responsible for all costs associated with the operation and maintenance of the Site.
3. The Grantee agrees to provide all reasonable and necessary services to ensure the timely completion of the project.
4. The Grantee agrees to perform the Site management and maintenance activities identified within the Wildlife Habitat Enhancement Plan for the duration of this agreement.
5. DU and the Grantee agree to recognize the cooperative nature of this project. Such recognition shall include the erection and maintenance of mutually acceptable signs along roads, entrances, or convenient viewing locations on the Site. Any oral or written communications related to the project will acknowledge each parties contribution to the project.
6. At Du's request the Grantee agrees to cooperate with DU in a Site inspection prior to DU's reimbursement to determine whether the Grantee has satisfactorily completed the

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development of the Site. In the event that the parties are unable to agree that the Grantee has fulfilled project obligations, they shall select a mutually acceptable third party whose decision shall be binding.

7. DU and the Grantee agree to cooperate in recognizing outside contributors that might provide funding that help underwrite the costs of the project or who otherwise deserve special recognition.
8. DU and the Grantee agree to freely exchange project information and to periodically review, study, and consider modifications to the Site's management or maintenance.
9. The Grantee warrants that appropriations sufficient for the completion of the development of the Site have been allocated. DU and the Grantee agree that this SSA shall not be construed as binding the Grantee to expend in any one fiscal year any sum in excess of authorized appropriations allocated for the purpose of this agreement for that fiscal year, or to involve the Grantee in any contract or other obligation, other than this SSA, for further expenditure of money in excess of such appropriations or allocations.
10. DU and the Grantee agree that this SSA shall become effective upon being signed by their respective representatives, and will continue for a period of _____ (_____) years unless mutually terminated or modified by the parties at an earlier date. Unless written notice is received by the other party within six (6) months prior to its expiration, this SSA shall be deemed to be renewed for an additional period of _____ (_____) years.
11. DU and the Grantee agree that either party may terminate this SSA by providing thirty (30) days written notice to the other party if all or any portion of the Site is taken by any governmental agency by means of eminent domain, or pursuant to any compelling reasons of public health, safety, or welfare, or if the Grantee abandons the Site or fails to manage and maintain it according to the terms of this SSA. DU and the Grantee also agree that if such termination should occur, the Grantee shall compensate DU in an amount equal to one-thirtieth (1/30) of DU's incurred costs for each full year remaining in the terms of this SSA.



12. DU and the Grantee agree to the following additional conditions:

GRANTEE

DUCKS UNLIMITED, INC.

BY: _____
Signature

BY: _____
Signature

Typed Name

Typed Name

TITLE: _____

TITLE: _____



DUCKS UNLIMITED, INC.

Western Regional Office

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